



Town of Frederick
Urban Renewal Authority
Frederick Town Hall
401 Locust Street
Tuesday, April 14, 2015

***7:30 P.M.**

Regular Meeting

*will immediately follow the Board of Trustees Meeting

Call to Order – Roll Call:

Approval of Agenda:

Public Comment: This portion of the Agenda is provided to allow members of the audience to provide comments to the Urban Renewal Authority. Please sign in and the Chair will call you. If your comments or concerns require an action, that item(s) will need to be placed on a later agenda. Please limit the time of your comments to three (3) minutes.

Action Agenda:

- A. 15-FURA-01 Appointing Matt LeCerf as Executive Director/Secretary for the Frederick Urban Renewal Authority – Matt LeCerf
- B. 15-FURA-02 Approving an Agreement to Buy, Sell and Redevelop the Former Public Works Building Property – Matt LeCerf, Executive Director
- C. 15-FURA-03 Authorizing the Frederick Urban Renewal Authority to Receive a Loan from the Town of Frederick, Colorado – Matt LeCerf, Executive Director

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TOWN OF FREDERICK URBAN RENEWAL AUTHORITY ACTION MEMORANDUM

Tony Carey, Chair

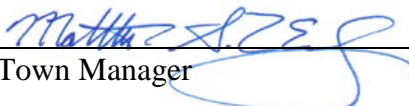
Laura Brown, Vice Chair
Rafer Burnham, Authority Member
Fred Skates, Authority Member

Amy Schiers, Authority Member
Gavin Payne, Authority Member
Donna Hudziak, Authority Member

A Resolution Appointing Matt LeCerf as Executive Director/ Secretary for the Frederick Urban Renewal Authority

Agenda Date: FURA Meeting – April 14, 2015

Attachments: a. Resolution 15-FURA-1

Submitted by: 
Town Manager

Approved for Presentation: 
Town Manager

☒ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

The resolution presented will appoint Matt LeCerf as the Executive Director/Secretary for the Frederick Urban Renewal Authority and Meghan Martinez as the Assistant Secretary.

Detail of Issue/Request:

There are a number of documents and house cleaning items that need to be addressed as we begin moving forward on our Urban Renewal Authority projects. One of the items is a need to appoint an Executive Director and Secretary to sign documents as the Frederick Urban Renewal Authority representative(s) from time to time. The resolution will memorialize and recognize Mr. LeCerf as the Executive Director/Secretary for the Urban Renewal Authority. Also, the resolution establishes an Assistant Secretary which staff is recommending Meghan Martinez to act in this capacity.

Legal/Political Considerations:

The Town Attorney drafted the resolution for consideration.

Alternatives/Options:

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The Board may decide to appoint another candidate as the executive director/secretary or assistant secretary as they deem it is appropriate.

Financial Considerations:

No salary is allocated or planned to be allocated or requested for this additional capacity.

Staff Recommendation:

The staff recommends approval of the resolution as presented to make the necessary appointments to the Frederick Urban Renewal Authority.

**FREDERICK URBAN RENEWAL AUTHORITY
RESOLUTION NO. 15-FURA-1**

**A RESOLUTION OF THE FREDERICK URBAN RENEWAL
AUTHORITY**

WHEREAS, the Frederick Urban Renewal Authority, hereafter known as the FURA, finds it necessary to appoint a Secretary who shall also be Executive Director of the Authority; and

WHEREAS, the FURA also finds it necessary to appoint an Assistant Secretary to the authority.

**BE IT RESOLVED BY THE COMMISSIONERS OF THE FREDERICK URBAN
RENEWAL AUTHORITY, AS FOLLOWS:**

Section 1. Matthew S. LeCerf in his role as Frederick Town Manager is appointed as Secretary and also as Executive Director of the FURA.

Section 2. Meghan C. Martinez in her role as Frederick Town Clerk is appointed as Assistant Secretary of the FURA.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. Certification. The Authority Secretary shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND SIGNED 14TH DAY OF APRIL, 2015.

ATTEST:

FREDERICK URBAN RENEWAL
AUTHORITY

By _____
Matt LeCerf, Secretary

By _____
Tony Carey, Chair



TOWN OF FREDERICK URBAN RENEWAL AUTHORITY ACTION MEMORANDUM

Tony Carey, Chair

Laura Brown, Vice Chair
Rafer Burnham, Authority Member
Fred Skates, Authority Member

Amy Schiers, Authority Member
Gavin Payne, Authority Member
Donna Hudziak, Authority Member

A Resolution Approving an Agreement to Buy, Sell, and Redevelop the Former Public Works Building Property

Agenda Date: Urban Renewal Authority Meeting – April 14, 2015

Attachments:

- a. Resolution 15-FURA-2
- b. Agreement between Town and FURA
- c. Map of Site (Exhibit A)

Submitted by: 
Executive Director - FURA

Approved for Presentation: 
Executive Director - FURA

☒ Quasi-Judicial

☐ Legislative

☐ Administrative

Summary Statement:

The resolution presented will establish the terms of the redevelopment agreement between the Town and the Frederick Urban Renewal Authority.

Detail of Issue/Request:

Presented for consideration by the Board of Trustees is an agreement between the Town of Frederick and the Urban Renewal Authority of Frederick. This agreement outlines the terms and conditions by which the Urban Renewal Authority will develop the property. Specifically what provided in the agreement is to buy, sell, and redevelopment of the former public works building at 5949 Tipple Parkway. This will consist of transferring (selling) three properties to the Urban Renewal Authority for redevelopment and the URA will compensate the Town \$10,000 for the acquisition of the land. The Urban Renewal Authority will also receive a loan from the Town for administrating the demolition costs of the former public works building. The loan, which will be memorialized in a resolution will be in the amount of \$15,000.

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The plan for this property following demolition is for the Urban Renewal Authority to issue an RFP to have the property redeveloped into a higher and better use on this property than what is currently in existence. The redevelopment of the property will help meet the needs of the surrounding area including but not limited to the Frederick High School immediately adjacent from this property. The RFP that would be issued will have terms and conditions that require a new business or establishment to be in existence within a predetermined amount of time. The new business would establish a tax increment financing (TIF) district as part of the Urban Renewal Authority and the increment established would go to pay back the Town of Frederick for the loan to demolish the property as well as the purchase price of the property totaling \$25,000.

A map is provided at this time as Exhibit A. Upon the formal transferring of the property we will have a proper legal description that will be included.

Legal/Political Considerations:

The resolution and document were reviewed by the Town Attorney.

Alternatives/Options:

FURA could choose to not to accept the terms of the agreement and provide direction on alternates they may prefer.

Financial Considerations:

The Town budgeted funds to demolish the old public works property in the amount of \$45,000.00. There are sufficient funds FURA may utilize in the form of a loan from the Town to preform the services requested in the agreement.

Staff Recommendation:

The staff recommends approval of the resolution as presented authorizing the execution of the redevelopment agreement with the Town.

**FREDERICK URBAN RENEWAL AUTHORITY
RESOLUTION NO. 15-FURA-2**

**A RESOLUTION OF THE FREDERICK URBAN RENEWAL
AUTHORITY APPROVING AN AGREEMENT WITH THE TOWN OF
FREDERICK , COLORADO TO BUY, SELL AND REDEVELOP THE
FORMER TOWN PUBLIC WORKS MAINTENANCE FACILITY**

WHEREAS, the Frederick Urban Renewal Authority, hereafter known as the FURA, wishes to acquire the former Town of Frederick maintenance facility at 5949 Tipple Parkway, Frederick, Co., demolish the existing improvements on the property and then offer the property for redevelopment; and

WHEREAS, FURA has caused to be prepared an AGREEMENT TO BUY, SELL AND REDEVELOP REAL ESTATE (‘AGREEMENT”) to accomplish the acquisition of the property, the demolition of the improvements and the redevelopment of the property .

**BE IT RESOLVED BY THE COMMISSIONERS OF THE FREDERICK URBAN
RENEWAL AUTHORITY, AS FOLLOWS:**

Section 1. The Commissioners approve the AGREEMENT attached hereto, direct the Chair to execute the AGREEMENT and to present it to the Frederick Board of Trustees.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Authority Secretary shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND SIGNED 14TH DAY OF APRIL, 2015.

ATTEST:

**FREDERICK URBAN RENEWAL
AUTHORITY**

By _____
Meghan C. Martinez, Assistant Secretary

By _____
Tony Carey, Chair

AGREEMENT TO BUY, SELL, AND REDEVELOP REAL ESTATE

1.0 **PARTIES.** This Agreement (“the Agreement”) is made and entered into as of _____, 2015 between THE TOWN OF FREDERICK, a municipal corporation (the “Town”) and the FREDERICK URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “Authority”), individually referred to herein as a “Party” or collectively referred to as the “Parties.”

2.0 **RECITALS.** The Recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.

2.1 **The Property.** The Town owns the real property described in Exhibit A (the “Property”). The Parties desire to enter into this Agreement for the purpose of benefitting the community as a whole by removing existing deteriorated improvements and facilitating redevelopment of the vacant and underutilized Property by private enterprise.

2.2 **The Authority.** The Authority has been organized by the Town and is operating as an urban renewal authority pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”). Pursuant to this Agreement, the Parties shall cooperate to carry out this Agreement in accordance with the Act.

3.0 **AGREEMENT.** In consideration of the foregoing Recitals and the mutual covenants contained herein, the Parties agree as follows:

4.0 **SALE, PURCHASE PRICE, AND TERMS.** Subject to the adoption of the UR Plan described in Section 4.6, the Town agrees to sell and the Authority agrees to purchase, on the terms and conditions set forth in this Agreement, the Property, including, all buildings and existing improvements (the “Improvements”); appurtenant easements and rights of way; and the Town’s right, title, and interest in and to all utility taps serving the Property.

4.1 **Purchase Price and Terms.** The purchase price of the Property shall be Ten Thousand Dollars (\$10,000) and shall be paid to the Town from future tax increment revenue (“TIF Revenue”), if any, received by the Authority if the Town approves and adopts an urban renewal plan that includes the tax allocation language contained in Section 107(9) of the Act (the “Purchase Price”). At the election of the Town, the Purchase Price may be evidenced by the Note described in Section 4.2.

4.2 **Demolition Loan.** In addition to the Purchase Price, the Town agrees to loan to the Authority the amount of Fifteen Thousand Dollars (\$15,000) evidenced by a note (the “Note”) in form and satisfaction reasonably acceptable to the Town. The Proceeds of the Note shall be used by the Authority to demolish and clear the existing Improvements from the Property to make it attractive as a redevelopment site (“Demolition Costs”). The Note shall be payable from future TIF Revenue, if any, received by the Authority. The Authority will contract for and administer the

demolition and clearance of the Improvements from the Property in accordance with all terms and conditions applicable to such demolition and clearance required by the Town.

4.3 Evidence of Title. The Town shall order a title insurance commitment for the Property with the understanding that the commitment shall remain in effect until the Authority enters into a redevelopment agreement as described in Section 5.0. The Parties shall cooperate to remedy any condition of title to the Property that would not be acceptable to a redeveloper to whom the Authority is expected to convey the Property for redevelopment.

4.4 Survey. If required for the purposes of drafting the Urban Renewal Plan described in Section 4.6 and subsequent conveyance by the Authority to a qualified redeveloper, the Parties will cooperate to obtain a current pinned or monumented improvement survey plat of the Property in conformance with current minimum standard detail requirements.

4.5 Closing and Transfer of Title. Subject to the approval and adoption of the UR Plan in accordance with Section 4.6 below by the Board of Trustees, the Town shall execute and deliver to the Authority a special warranty deed subject to the exceptions in the Title Commitment in exchange for a fully executed promissory note in the amount of Ten Thousand Dollar (\$10,000) payable from the Authority to the Town. The date, time and place of closing shall be mutually agreed to between the parties. The Town shall be responsible for all closing costs, if any.

4.6 UR Plan. The Parties agree that on or before May 31, 2015, the Town will consider approval of an urban renewal plan (the “UR Plan”) that includes the Property after the Parties have cooperated to comply with the requirements of the Act with respect to documentation of conditions and requirements incidental to approval of such Plan, but nothing herein shall compel the Town to approve the UR Plan, it being the understanding of the Parties that approval of the UR Plan is a matter of discretion reserved exclusively with the Board of Trustees of the Town under the Act. If approved, the Parties contemplate that the UR Plan will contain tax increment language authorized by the Act that will provide sufficient TIF Revenue to pay the Note, including the demolition funds and other costs of closing advanced by the Town. If the Town fails to approve the UR Plan on or before such date, this Agreement may be terminated by the Town and this Agreement shall be null and void. Upon such termination, except for Note proceeds expended for or reserved for Demolition Costs in the UR Plan area, (a) all unexpended Note proceeds shall be retained by the Town, (b) the Note shall be cancelled and marked as paid in full, and (c) the Authority shall have no duty to repay the Note in whole or in part. Note proceeds expended for and reserved for Demolition Costs shall be used exclusively for and applied to such purposes, and the Authority shall administer and oversee the demolition of such improvements on behalf of the Town without expense to the Town.

4.7 Possession. Possession of the Property shall be delivered “AS IS, WHERE IS, WITH ALL ITS FAULTS” to the Authority by the Town at the closing.

5.0 REDEVELOPMENT. The Parties are entering into this Agreement with the understanding and expectation that, if the Town Trustees in their sole and absolute discretion, approve the UR Plan, the Authority shall promptly take all reasonable steps to (a) demolish and clear the Improvements

and prepare the Property for redevelopment; (b) advertise the Property for redevelopment in accordance with the Act; and (c) negotiate in good faith with any redeveloper that responds to such advertisement in an attempt to enter into a redevelopment agreement that complies with all applicable legal requirements and Town development policies.

6.0 TIME OF ESSENCE/REMEDIES. Time is of the essence hereof. If any obligation is not performed either Party may declare this Agreement to be null and void as the sole and exclusive remedy hereunder.

7.0 ASSIGNMENT. This Agreement shall not be assignable by the Authority without the Town's prior written consent. Except as so restricted, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

8.0 MODIFICATION. No subsequent modification of any of the terms of this Agreement shall be valid or binding upon the Parties or enforceable unless made in writing and signed by the Parties.

9.0 ENTIRE AGREEMENT. This Agreement constitutes the entire contract and agreement between the Parties relating to the subject matter hereof, and any prior statements, representations or agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement.

10.0 CAPTIONS. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

11.0 VALIDITY. If any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

12.0 APPLICABLE LAW. This Agreement will be construed and enforced in accordance with the laws of the State of Colorado (without giving effect to its choice of law principles).

13.0 INTERPRETATION. Whenever the context so requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

14.0 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one agreement.

15.0 THIRD PARTIES. Neither this Agreement nor any provision hereof is intended to give or shall be construed to give or confer, directly or indirectly, or otherwise, upon any third party any right, remedy or benefit hereunder.

16.0 MINOR CHANGES. The Parties executing this Agreement are authorized to make non-

substantive corrections to this Agreement and attached exhibits, if any, as the Parties mutually consider necessary.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Attest:

Town Clerk

TOWN OF FREDERICK

By: _____
Mayor

Approved as to form:

Town Attorney

Attest:

Secretary/Executive Director

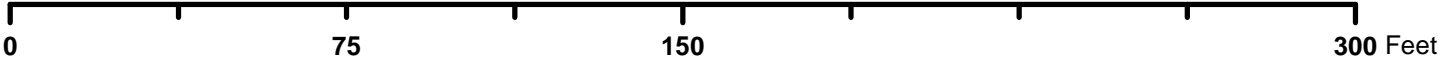
FREDERICK URBAN RENEWAL
AUTHORITY

By _____
Chair

Exhibit A: Full legal to be provided at land transfer.



Former Town Public Works Site - Urban Renewal Area





TOWN OF FREDERICK URBAN RENEWAL AUTHORITY ACTION MEMORANDUM

Tony Carey, Chair

Laura Brown, Vice Chair
Rafer Burnham, Authority Member
Fred Skates, Authority Member


Amy Schiers, Authority Member
Gavin Payne, Authority Member
Donna Hudziak, Authority Member

A Resolution Authorizing the Frederick Urban Renewal Authority to Receive a Loan from the Town of Frederick, Colorado

Agenda Date: FURA Meeting – April 14, 2015

Attachments: a. Resolution 15-FURA-3

Submitted by: 
Executive Director

Approved for Presentation: 
Executive Director

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Summary Statement:

The resolution attached will authorize for the Frederick Urban Renewal Authority to accept from the Town a loan in the amount of \$15,000.

Detail of Issue/Request:

Proposed for your consideration is a loan that will be made by the Town of Frederick to the Frederick Urban Renewal Authority in the amount of \$15,000. This loan will be utilized for the purpose of demolishing the former public works building located at 5949 Tipple Parkway. The estimated cost of this project is \$12,400 at this time. The addition \$2,600.00 that's included in this loan would be utilized if a new change order is necessary for this project. Should no change orders be necessary the \$2,600.00 would be returned back to the Town of Frederick by the Urban Renewal Authority as part of the repayment obligation.

Legal/Political Considerations:

The resolution was drafted by legal counsel.

Built on What Matters.

Alternatives/Options:

The FURA Board could consider not accepting the loan and considering an alternative to raze the property at the former public work site.

Financial Considerations:

The Town budgeted \$45,000 to demolish the property.

Staff Recommendation:

The staff recommends approval of the resolution as presented.

**FREDERICK URBAN RENEWAL AUTHORITY
RESOLUTION NO. 15-FURA-3**

**A RESOLUTION OF THE FREDERICK URBAN RENEWAL
AUTHORITY, ACCEPTING A LOAN FROM THE TOWN OF
FREDERICK, COLORADO**

WHEREAS, the Frederick Urban Renewal Authority, hereafter known as the URA, currently has no source of funding for its activities; and

WHEREAS, the Town of Frederick is willing to loan the URA \$15,000 subject to repayment within a period of not more than 25 years for the demolition of the former Town maintenance facility at 5949 Tipple Parkway, Frederick, Co.

**BE IT RESOLVED BY THE COMMISSIONERS OF THE FREDERICK URBAN
RENEWAL AUTHORITY, AS FOLLOWS:**

Section 1. The URA authorizes the acceptance of a loan in the amount of \$15,000.00 from the Town of Frederick specifically for the demolition of the former Town maintenance facility at 5949 Tipple Parkway.

Section 2. The URA authorizes the Executive Director of the Authority to execute a promissory note in favor of the Town of Frederick for a term not to exceed 25 years and at 0% interest rate.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Authority Secretary shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND SIGNED 14TH DAY OF APRIL, 2015.

ATTEST:

**FREDERICK URBAN RENEWAL
AUTHORITY**

By _____
Meghan C. Martinez, Assistant Secretary

By _____
Tony Carey, Chair